

SERIAL 07083 C PLASTIC TRASH CAN LINERS

DATE OF LAST REVISION: August 20, 2008

CONTRACT END DATE: January 31, 2011

CONTRACT PERIOD THROUGH JANUARY 31, 2011

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PLASTIC TRASH CAN LINERS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 16, 2008**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

MB/bg
Attach

Copy to: Materials Management
Barry Thiem, MCSO Warehouse

(Please remove Serial 06024-IGA from your contract notebooks)

INVITATION FOR BID FOR: PLASTIC TRASH CAN LINERS

1.0 INTENT:

The intent of this Solicitation is the procurement of plastic trash can liners conforming to the specifications listed herein.

2.0 SPECIFICATIONS:

2.1 LINER SPECIFICATIONS:

Capacity						Individual	Minimum	Est. Yrly.
Gallons	Dimensions	Color	Mil	or	Microns	Case Qty.	Order Qty.	Quantity
40-45	40 x 46	Clear	1.50		38	125	1200	6000
40-45	40 x 48	Natural	0.62		16	250	800	3600
20-30	30 x 37	Natural	0.39		10	500	400	1200
8-10	24 x 24	Clear	0.39		10	500	500	1800

2.1.1 Maricopa County presently uses the Waxie Durastar, Denspak product. Products being offered under this solicitation must meet or exceed the specifications as listed above.

2.1.2 Liner bottom shall be star sealed.

2.1.3 Liners shall be individually folded within the case. Continuous product requiring separation prior to use is unacceptable.

2.1.4 In order to be compatible with the janitorial service cart bags are carried on and to maximize warehouse storage, the cases shall be flat; not cubed nor blocked in shape.

2.1.5 Products are presently shipped seven (7) tie to a pallet.

2.1.6 Rolls are unacceptable.

2.2 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.3 DELIVERY:

Delivery shall be F.O.B. Destination within ten (10) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.4 EXPEDITED DELIVERY:

2.4.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

2.4.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

2.4.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.5.1 Contract Serial number.
- 2.5.2 Contractor's name and address.
- 2.5.3 Using Agency name and address.
- 2.5.4 Using Agency purchase order number.
- 2.5.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.6 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within ten (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

UPON REQUEST, one (1) sample case of each of the four (4) sizes of liners will be provided to:

Barry Thiem, MCSO-Warehouse Manager
Solicitation 07083-C Samples
319 W. Buchanan
Phoenix, AZ 85003

2.7 ACCEPTANCE:

Upon delivery and/or successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.8 DISCONTINUED MATERIALS:

- 2.8.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:
 - 2.8.1.1 Documentation from the manufacturer that the material has been discontinued.
 - 2.8.1.2 Documentation that names the replacement material.
 - 2.8.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.
 - 2.8.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.
 - 2.8.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

- 2.8.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.9 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.10 INVOICES AND PAYMENTS:

- 2.10.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.10.1.1 Company name, address and contact
- 2.10.1.2 County bill-to name and contact information
- 2.10.1.3 Contract Serial Number
- 2.10.1.4 County purchase order number
- 2.10.1.5 Invoice number and date
- 2.10.1.6 Payment terms
- 2.10.1.7 Date of service or delivery
- 2.10.1.8 Quantity (number of days or weeks)
- 2.10.1.9 Contract Item number(s)
- 2.10.1.10 Description of Purchase (product or services)
- 2.10.1.11 Pricing per unit of purchase
- 2.10.1.12 Freight (if applicable)
- 2.10.1.13 Extended price
- 2.10.1.14 Mileage w/rate (if applicable)
- 2.10.1.15 Arrival and completion time (if applicable)
- 2.10.1.16 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

- 2.10.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

- 2.10.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.11 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

~~Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.~~

The contract prices shall be firm and fixed until each anniversary date of the contract. Any requests for reasonable price adjustments shall be submitted not less than sixty (60) days prior to the contract anniversary date and shall be supported by appropriate documentation. The price adjustments shall be effective upon the effective date of the next contract year. All other price adjustments shall be reviewed at the time of the request. The reasonableness of the request will be determined by comparing the request with the Producer Price Index (PPI) for the commodity or by performing a market survey. If the County agrees to the adjusted price terms or an alternate option, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment. *The contractor shall continue to honor the delivery terms during the price adjustment review period.*

No more than two (2) price adjustments shall be allowed per contract year including the contract renewal.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of the County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.9 ORDERING AUTHORITY.

- 3.9.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).
- 3.9.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.
- 3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT OFFICER, 602-506-6476
(chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

BARRY THIEM, MCSO WAREHOUSE MANAGER, 602-506-6513

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 EVALUATION CRITERIA.

- 3.11.1 The evaluation of bids shall be based on, but will not be limited to, the following:
 - 3.11.1.1 Compliance with specifications.
 - 3.11.1.2 Price.
 - 3.11.1.3 Determination of responsibility.
- 3.11.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.12 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. **Submissions (bids) failing to comply with this requirement may be declared non-responsive.**

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy (labeled), one (1) hardcopy copy and one (1) electronic copy, including pricing (Attachment A shall be in Excel format, NO pdf files), on CD. Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.13.1 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.14 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

3.14.1 **Mandatory:** One (1) original hardcopy (labeled), one (1) hardcopy and one (1) electronic copy (Excel format only) of pricing on a CD;

3.14.2 **Mandatory:** Attachment "A", Pricing (Excel format only);

3.14.3 **Mandatory:** Attachment "B", Agreement; and

3.14.4 **Mandatory:** Attachment "C", References.

3.14.4 Technical and Descriptive Literature, (Section 3.13.1).

3.14.5 Product and packaging samples (Section 2.6)

3.15 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.15.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.15.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.15.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.15.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.15.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.15.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.15.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.16 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

UNIPAK CORPORATION, P.O. BOX 300027, BROOKLYN, NY 11230-0027

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☐ NO ☒ X

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☐ NO ☒ X % REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☐ NO ☒ X % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET: NIGP CODE 6652402, SBAG750, SBAG751, SBAG752, SBAG753

	Capacity					Individual		Est. Annual Usage	Qty. of Liners per Case	Unit Cost	Case Cost
	Gallons	Dimensions	Color	Mil	or	Microns	Case Qty.			Eff 09/01/08	Eff 09/01/08
1.1	40-45	SBAG752 40 x 46	Clear	1.5		38	125	6000 cases		0.171440	21.43
									125 / liners	<u>0.2116 / per liner</u>	<u>26.45 / per case</u>
1.2	40-45	SBAG753 40 x 48	Natural	0.62		16	250	3600 cases		0.073800	18.45
									250 / liners	<u>0.09136 / per liner</u>	<u>22.84 / per case</u>
1.3	20-30	SBAG751 30 x 37	Natural	0.39		10	500	1200 cases		0.027700	13.85
									500 / liners	<u>0.03428 / per liner</u>	<u>17.14 / per case</u>
1.4	8-10	SBAG750 24 x 24	Clear	0.39		10	500	1800 cases		0.015800	7.90
									500 / liners	<u>0.0178 / per liner</u>	<u>8.90 / per case</u>

~~Removed Effective 08/13/08~~

Terms: NET 30

Vendor Number: W000010636 X

Telephone Number: 888/808-5120

Fax Number: 718/677-9371

Contact Person: Brian Marcus

E-mail Address: unipakcorp@aol.com

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2011.**